

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA,

CIVIL ACTION NO.:

Plaintiff,

HONORABLE:

vs.

PRAISE WORTHY,

Defendant,

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 1231 State Fair, Apt. 718, Detroit, MI 48203.

The Debt – Account No. 1999A14594

3. The debt owed to the United States of America is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$4,212.91
B. Current Capitalized Interest Balance and Accrued Interest	\$2,451.87
C. Accrued Capitalized Interest since January 25, 1997	\$6,065.37
Total Owed	\$12,730.15

The Certificate of Indebtedness, attached as Exhibit “A”, shows the total owed excluding attorney’s fees and CIF charges. The principal balance and interest balance shown on the Certificate of

Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues at the rate of 7.51% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

- A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest on the judgment be at the legal rate until paid in full;
- B. For attorney's fees to the extent allowed by law;
- C. Filing fee of \$350.00 as premittted by 28 U.S.C. § 2412(a)(2); and,
- D. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.
CRAIG S. SCHOENHERR, SR. (P32245)
Attorney for Plaintiff
O'Reilly Rancilio PC
12900 Hall Rd Ste 350
Sterling Heights, MI 48313
Phone: (586) 726-1000
Fax: (586) 726-1560
cschoenherr@orlaw.com

DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: PRAISE WORTHY
AKA: N/A
Address: 14851 LAUDER
DETROIT, MI. 48227
SSN: [REDACTED]

Total debt due the United States as of 01-25-97 : \$ 6,664.78

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 4,212.91 from 01-25-97 at the annual rate of 7.51%. Interest accrues on the principal amount of this debt at the rate of \$ 0.87 per day.

The claim arose in connection with Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 04-14-88 the debtor executed promissory note(s) to secure loan(s) from PENNBANK, ST. PAUL, MN., under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note(s) and on 09-09-88 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender to the amount of \$ 212.91 thereby increasing the principal balance due to \$ 4,212.91 .

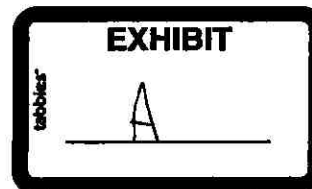
After application of the last voluntary payment of \$ 0.00 which was received on N/A the debtor now owes the following:

Principal:	\$ 4,212.91
Interest:	\$ 2,451.87
Administrative/Collection Costs:	\$ 0.00
Penalties:	\$ 0.00

CERTIFICATION: Pursuant to 28 USC section 1746, I certify under penalty of perjury that the foregoing is true and correct.

2/6/97
(Date)

James Reimer
(Loan Analyst)



HIGHER EDUCATION ASSISTANCE FOUNDATION
P.O. BOX 64788 • ST. PAUL, MN 55164-0788

After school completion application, LENDER COPY
mail HEAF and LENDER c/o to this address.

SUPPLEMENTAL LOAN FOR
STUDENTS (SLS) APPLICATION/
PROMISSORY NOTE

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FAMILY OR TYPE)

1 NAME (NO NICKNAMES) <u>WORTHY</u>		2 SOCIAL SECURITY NUMBER <u>PRAPSE</u>		3 WHEN WERE YOU BORN? <u>48227</u>	
4 PERMANENT ADDRESS <u>14851 LAUDER</u>		5 PERMANENT HOME PHONE <u>(313) 838-0907</u>		6 CITY <u>DETROIT</u>	
7 STATE <u>MICHIGAN</u>		8 U.S. CITIZENSHIP STATUS (CHECK ONE) <input checked="" type="checkbox"/> U.S. CITIZEN OR NATURAL		9 ADDRESS WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>14851 LAUDER Detroit Michigan 48227</u>	
10 PHONE AT SCHOOL ADDRESS <u>(313) 838-0907</u>		11 MAJOR COURSE OF STUDY <u>16</u>		12 LOAN AMOUNT REQUESTED <u>41000</u>	
13 PERIOD LOAN WILL COVER <u>5</u>		14 GRADE LEVEL OF MOST RECENT SLS (ALIAS) <u>88</u>		15 LOAN PERIOD START DATE OF MOST RECENT SLS (ALIAS) <u>7</u>	

PRIOR LOAN INFORMATION

16 DO YOU HAVE ANY PRIOR UNPAID SLS (ALIAS) OR PLUS LOANS? <input checked="" type="checkbox"/> YES (GO TO 18b) <input type="checkbox"/> NO (GO TO 18a)		18b IF YES, TOTAL UNPAID PRINCIPAL BALANCE \$ <u>8</u>		15 UNPAID PRINCIPAL BALANCE OF MOST RECENT SLS (ALIAS) <u>8</u>	
17 DO YOU HAVE ANY PRIOR UNPAID PLUS LOANS? YES (GO TO 18b) NO (GO TO 18a)		18a IF YES, TOTAL UNPAID PRINCIPAL BALANCE OF PLUS LOANS \$ <u>8</u>		19 DO YOU HAVE ANY UNPAID PLUS LOANS IF YOU BORROWED AS A PARENT UNDER THE PLUS LOAN PROGRAM? YES (GO TO 19b) NO (GO TO 19a)	
20 HAVE YOU EVER DEFAULTED ON A GSL SLS (ALIAS) PLUS PERMITS, CONSOLIDATED OR INCOME CONTINGENT LOAN? YES (GO TO 20b) NO (GO TO 20a)		20b IF YES, DATE OF DEFAULT <u>88</u>		20c IF YES, DATE OF DEFAULT <u>88</u>	

NOTICE TO BORROWER: You must read the additional Promissory Note and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY I promise to pay to the order of my lender the entire Loan Amount determined in the Disclosure Statement that will be provided to me no later than the date of the first disbursement of this loan. I understand that I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. I hereby certify the Promissory Note I acknowledge that I have received an exact copy of it.

21a NAME <u>BETTYE KEEBER</u>		21b NAME <u>TWANA SMITH</u>		21c NAME <u>KAREN ANDERSON</u>	
21a STREET <u>14973 SUSSEX</u>		21b STREET <u>SUSSEX 14517</u>		21c STREET <u>RIVERFORD 7792</u>	
21a CITY, STATE, ZIP <u>DETROIT MI 48227</u>		21b CITY, STATE, ZIP <u>DETROIT MI 48227</u>		21c CITY, STATE, ZIP <u>DETROIT MI 48228</u>	
21a PHONE <u>(313) 337-6239</u>		21b PHONE <u>(313) 835-1514</u>		21c PHONE <u>(313) 846-3532</u>	

22 IF YOU QUALIFY FOR A DEFERMENT DO YOU WISH TO DEFER PAYMENT OF THIS LOAN WHILE IN SCHOOL? IF YES, GO TO 23. IF NO, GO TO 24a		23 YOUR LENDER MAY ALLOW YOU TO DEFER THE INTEREST ON YOUR LOAN WHILE IN SCHOOL. IF YES, GO TO 23a. IF NO, GO TO 23b.		24a DATE BORROWER SIGNED <u>April 19 88</u>	
23a IF YES, DATE OF DEFERMENT <u>88</u>		23b IF YES, DATE OF DEFERMENT <u>88</u>		24b DATE BORROWER SIGNED <u>April 19 88</u>	

25 NAME OF SCHOOL <u>Lawton School</u>		26 ADDRESS (STREET, CITY, STATE, ZIP) <u>660 Plaza Dr. Detroit Michigan 48226</u>		27 PHONE <u>(313) 961-7936</u>	
28 SCHOOL CODE <u>012846-0006</u>		29 ANTICIPATED GRADUATION DATE <u>7/29/88</u>		30 DIFFERENCE (ITEM 36 LESS ITEM 37) ON LEGAL MAXIMUM <u>5407</u>	

31 WILL THE BORROWER BE ENROLLED FULL-TIME DURING THE LOAN PERIOD? <input checked="" type="checkbox"/> YES (UNTIL DATE) <u>88</u>		32 STUDENT'S GRADE LEVEL (CHECK ONE) <input checked="" type="checkbox"/> UNDERGRAD <input type="checkbox"/> GRAD		33 ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ <u>0</u>	
34 SUGGESTED DISBURSEMENT DATE <u>5</u>		35 COST OF ATTENDANCE FOR LOAN PERIOD \$ <u>5407</u>		36 SCHOOL USE ONLY	

37 I HAVE READ (UNDERSTAND AND) I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION		38 DATE SIGNED <u>5/2/88</u>		39 SIGNATURE OF LENDING OFFICIAL <u>MR. ROBERT A. COLLIER</u>	
39 SIGNATURE OF LENDING OFFICIAL <u>MR. ROBERT A. COLLIER</u>		40 LENDER CODE <u>809854</u>		41 BRANCH CODE	

42 TOTAL LOAN AMOUNT APPROVED <u>41000</u>		43 DISBURSEMENT DATE <u>5/2/88</u>		44 LENDER USE ONLY	
45 LENDER USE ONLY		46 LENDER USE ONLY		47 LENDER USE ONLY	

48 SIGNATURE OF LENDING OFFICIAL <u>HEAF</u>		49 DATE SIGNED <u>5/2/88</u>		50 PRINT NAME AND TITLE <u>MR. ROBERT A. COLLIER</u>	
51 LENDER USE ONLY		52 LENDER USE ONLY		53 LENDER USE ONLY	

54 LENDER USE ONLY		55 LENDER USE ONLY		56 LENDER USE ONLY	
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63 LENDER USE ONLY		64 LENDER USE ONLY		65 LENDER USE ONLY	

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69 LENDER USE ONLY		70 LENDER USE ONLY		71 LENDER USE ONLY	

72 LENDER USE ONLY		73 LENDER USE ONLY		74 LENDER USE ONLY	
75 LENDER USE ONLY		76 LENDER USE ONLY		77 LENDER USE ONLY	

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE
Worthy 2/4/97
NAME DATE

I hereby certify that the student named in Section A of this application is accepted for enrollment or is enrolled as at least a half-time student and is making satisfactory progress in a program determined to be eligible for this loan program. I further certify that the student has been determined by this institution under the regulations applicable to this loan program, to be eligible for the loan applied for. I further certify that based upon records available at this institution and due inquiry to the student, the student has satisfied the requirements under the Selective Service Act necessary to receive financial aid, is not in default on any loan made under any Title IV student assistance program identified in 34 CFR Part 668, and is not liable for any refund of any grant made under any Title IV student assistance program identified in 34 CFR Part 668. I further certify that this institution will comply with all applicable provisions of federal law and the rules, regulations, policies, and procedures of HEAF in the administration of this loan. The information provided in Sections A and B and this School Certification is true, complete, and correct to the best of my knowledge and belief.